

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF  
ROMANIA  
CONCERNING  
COOPERATION IN THE AREA OF COUNTERPROLIFERATION OF WEAPONS OF  
MASS DESTRUCTION, AND THE PROMOTION OF DEFENSE AND MILITARY  
RELATIONS**

The Government of the United States of America and the Government of Romania, hereinafter referred to as the Parties,

With a view to countering the proliferation of weapons of mass destruction, and technology, materials, and expertise related to such weapons;

Desiring to prevent the unauthorized transfer, including transit, and transportation of nuclear, biological, and chemical weapons and related materials;

Desiring to promote cooperation between the Government of the United States of America and the Government of Romania in the area of defense and military relations;

Have agreed as follows:

**ARTICLE I**

As mutually agreed, the Government of the United States of America may assist the Government of Romania in achieving various objectives, including the following, through the provision or loan of equipment, supplies, materials, technology, training, or services:

- (a) Countering the proliferation of weapons of mass destruction, and technology, materials, and expertise related to such weapons;
- (b) Preventing unauthorized transfer, including transit, and transportation of nuclear, biological or chemical weapons and related materials;
- (c) Promoting cooperation between the Government of the United States of America and the Government of Romania in the area of defense and military

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relations, including but not limited to, regular meetings between senior and mid-level military officials, visits and exchanges, and other bilateral contact activities.

## ARTICLE II

1. The Parties, through their Executive Agents, may enter into implementing agreements or arrangements as appropriate to accomplish the objectives set forth in Article I of this Agreement.
2. In case of any inconsistency between this Agreement and any implementing agreements, the provisions of this Agreement shall prevail.


## ARTICLE III

Each Party shall designate an Executive Agent to implement this Agreement. For the Government of the United States of America, the Executive Agent shall be the Department of Defense. For the Government of the Romania, the Executive Agent for matters related to Article 1(c) shall be the Ministry of National Defense, and for matters related to Article 1(a) and (b), shall be the National Agency for Control of Strategic Exports and Prohibition of Chemical Weapons.

## ARTICLE IV

Except as otherwise provided in this Agreement, the terms of this Agreement shall apply to all equipment, supplies, materials, technology, training or services provided by the Government of the United States of America in accordance with this Agreement or implementing agreements, and to all related activities and personnel.

## ARTICLE V

1. The Government of Romania shall facilitate the entry and exit of employees of the Government of the United States of America and contractor personnel of the Government of the United States of America into and out of the territory of Romania for the purpose of carrying out activities in accordance with this Agreement.
  2. Any landing fees, navigation charges, port charges, tolls, parking fees, charges for security, and any other charges applicable to aircraft and vessels operated by the Department of Defense of the United States of America in connection with activities pursuant to this Agreement in Romania shall be borne by the Government of Romania.
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3. If an aircraft other than a regularly scheduled commercial aircraft is used by the Government of the United States of America for transportation to Romania, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft, including in the remarks section of the flight plan a confirmation that the appropriate clearance has been obtained. The Government of Romania shall provide parking and security for aircraft of the Government of the United States of America.

#### ARTICLE VI

Unless the written consent of the Government of the United States of America has first been obtained, the Government of Romania shall not transfer title to, or possession of, any equipment, supplies, materials, technology, training or services provided by the Government of the United States of America pursuant to this Agreement to any entity, other than an officer, employee or agent of a Party to this Agreement and shall not permit the use of such equipment, supplies, materials, technology, training or services for purposes other than those for which it has been furnished. The Government of Romania shall take all reasonable measures within its power to ensure the security of equipment, supplies, materials, technology, training or services provided by the Government of the United States of America pursuant to this Agreement and shall protect them against seizure or conversion.

#### ARTICLE VII

1. The Government of Romania shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and indemnify the Government of the United States of America and its personnel, contractors, and contractors' personnel, against damages to property, or death or injury to any persons in Romania, arising out of activities under this Agreement.


2. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

#### ARTICLE VIII

The activities of the Government of the United States of America under this Agreement are subject to availability of appropriated funds.

#### ARTICLE IX

Military and civilian employees of the Government of the United States of America present in the territory of Romania for activities related to this Agreement shall be accorded privileges and



immunities equivalent to that accorded administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961.

## ARTICLE X


1. The Government of the United States of America, its personnel, contractors, and contractors' personnel shall not be liable, in connection with activities under this agreement, to pay any taxes, customs duties, or similar charges assessed within the territory of Romania.
2. The Government of the United States of America, its personnel, contractors, and contractors' personnel may import into, and export out of, Romania any equipment, supplies, materials, technology, training, or services required to implement this Agreement. Such importation and exportation shall not be subject to restrictions, customs duties, taxes or any other charges assessed within the territory of Romania. Any inspection required by Romanian law shall be limited to the review of appropriate documentation.
3. If any license is necessary for the import or export of equipment, supplies, materials, technology, training or services under this Agreement, the appropriate Executive Agent for the Government of the Romania shall be responsible for obtaining and providing the necessary license in an expeditious manner.

## ARTICLE XI

In the event that the Government of the United States of America awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in Romania by or on behalf of the Government of the United States of America in implementing this Agreement shall not be subject to any taxes, customs duties or similar charges assessed within the territory of Romania.

## ARTICLE XII

Upon written request provided thirty days in advance, representatives of the Government of the United States of America shall have the right during the period of this Agreement and for three years thereafter, to examine the use of any material, training or other services provided by the Government of the United States of America in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation related to the use of material or services provided in accordance with this Agreement. Any information obtained by the Government of the United States of America as a result of such



audits and examinations shall be treated as sensitive and shall, subject to the laws and regulations of the Government of the United States of America, not be disclosed to a third party without the prior consent of the Government of Romania.

### ARTICLE XIII

This Agreement shall enter into force upon the date on which the Parties exchange diplomatic notes confirming the completion by each Party of all applicable procedures required for the entry into force of this Agreement, and shall remain in force for seven years. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement or the implementing agreements, the obligations of the Government of the Romania in accordance with Articles VI and VII of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

DONE at Washington, D.C. this 30th day of March, 1998, in duplicate, in the English and Romanian languages, both texts being equally authentic.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA



WILLIAM S. COHEN  
SECRETARY OF DEFENSE

FOR THE GOVERNMENT  
OF ROMANIA



CONSTANTIN DUDU IONESCU  
MINISTER OF NATIONAL DEFENSE

